

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3
(MC2010-28 AND CP2010-71)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2017-8

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO GLOBAL EXPEDITED PACKAGE SERVICES 3
NEGOTIATED SERVICE AGREEMENT
(November 22, 2017)**

The agreement that is the subject of this docket is scheduled to expire on November 30, 2017.¹ Attached to this notice is a modification, which the customer and the Postal Service have executed. The modification revises Article 11 so that if the Postal Regulatory Commission (Commission) completes its review of the successor agreement filed in Docket No. CP2018-57 by November 29, 2017, the agreement shall remain in effect until 11:59 p.m. on November 30, 2017; and if the Commission completes its review of the successor agreement filed in Docket No. CP2018-57 after November 30, 2017, the agreement shall remain in effect until 11:59 p.m. on the business day after the Commission concludes its review of the successor agreement filed in Docket No. CP2018-57, unless the agreement is terminated sooner pursuant to Article 12 or Article 13.

¹ PRC Order No. 4172, Order Approving Modification One to GEPS 3 Negotiated Service Agreement and Denying as Moot Motion for Temporary Relief, Docket No. CP2017-8, October 23, 2017.

A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated October 13, 2016, in this docket.²

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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November 22, 2017

² Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-8, October 13, 2016, Attachment 4.

**MODIFICATION TWO TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND [REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on September 21, 2016, and by the USPS on September 29, 2016, as amended by Modification One, signed by the Mailer on October 18, 2017, and by the USPS on October 19, 2017. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Paragraph 1 of Article 11 Term of the Agreement shall now read as follows:

11. Term of the Agreement. (1) The USPS will notify the Mailer of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-57 by November 29, 2017, the agreement shall remain in effect until 11:59 p.m. on November 30, 2017. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-57 after November 30, 2017, the Agreement shall remain in effect until 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2018-57, unless terminated sooner pursuant to Article 12 or Article 13.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-8). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

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The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:



Signature:

Donald W Ross

Name:

Director International Sales

Title:

11-21-2017

Date:

ON BEHALF OF

Signature:

Name:

Title:

Date:

11/20/2017

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